

Electronically Recorded

Official Public Records

Suzanne Henderson

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Tarrant County Texas

2009 Sep 29 10:01 AM

Fee: \$ 20.00

Submitter: SIMPLIFILE

D209258318

2 Pages



Permian Land Company
1501 Summit Ave., Ste 200
Fort Worth, TX 76102

Submitter: Permian Land Company

**SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401**

**DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

ELECTRONICALLY RECORDED
BY SIMPLIFILE

By: _____

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

Consent to Oil and Gas Lease

WHEREAS the undersigned, **Mortgage Electronic Registration Systems, Inc.** ("MERS" or "Lienholder"), signing through its authorized agent, is the owner and holder of that certain indebtedness secured by a **DEED OF TRUST** ("Security Instrument") executed on **November 18, 2002**, by **Brian Johnson and spouse, Gloria Johnson** ("Borrower" whether one or more), for the benefit of MERS, as nominee for lender, America's Wholesale Lender, recorded at **Instrument No. D202339383** Official Public Records, Tarrant County, Texas, and is made a part hereof by reference and covers the following lands in Tarrant County, Texas (the "Lands"):

Being all of Lot 4, Block 11, Mallock Estates, Phase III, Section Five, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 3972, Plat Records, Tarrant County, Texas, and being further described in that certain Special Warranty Deed dated July 26, 2003, from Gloria Jean Johnson to Brian Keith Johnson, said deed recorded as Document No. D205003538, Official Public Records, Tarrant County, Texas.

And WHEREAS Brian Keith Johnson, ("Lessor" whether one or more), executed an Oil, Gas and Mineral Lease (the "Lease") to Hollis R. Sullivan, Inc., ("Lessee") dated April 18, 2008, of which is recorded in the Official Public Records of Tarrant County, Texas, at Document Number D208213489.

Therefore, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the parties agree as follows:

1. Non-disturbance. Lienholder acknowledges and agrees that it will not infringe upon or disturb the owners leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including the right to pay all rents and royalties payable under the Lease to the Lessor.

2. **Payment of Royalties.** Lessee agrees, in consideration of the execution of this Agreement by Lienholder, that in the event Lienholder advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Lienholder all royalties and rentals due or to become due until further notice by Lienholder that the Mortgage is no longer delinquent.

3. Consent. Lienholder agrees that any sale of said property under and by virtue of said Deed of Trust, whether by judicial proceedings, public auction and outcry, private sale, or any other transfer, shall be made expressly subject to the aforesaid Lease, and said Lease shall not be terminated by any such transfer of the mortgaged property.

4. Attornment. In the event the mortgage is foreclosed for any reason, and Lienholder succeeds to the interest of the Lessor under the Lease, Lessee agrees that it shall recognize Lienholder as successor-in-interest to Lessor and to any and all of the right, title and interest of the Lessor under the Lease. Lessee agrees to render to Lienholder the performance of all of Lessee's obligations, which, under the terms of the Lease, are for the benefit of Lessor, with the same force and effect as if Lienholder were the original Lessor.

The rights and obligations of the parties hereunder shall inure to the benefit of the respective successors, heirs and assigns of each party. Therefore, the Lease and all of its terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

Witness my signature this the 24th day of September, 2009.

Mortgage Electronic Registration Systems, Inc.

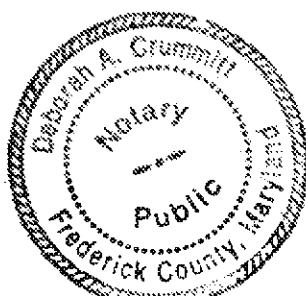
Ex. 4

Name/Title: Shelley L. Hess, Vice President

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF FREDERICK

This instrument was acknowledged before me on the 24th day of September, 2009 by Shelley L. Hess, Vice President of Mortgage Electronic Registration Systems, Inc. "MERS", on behalf of said organization in the capacity herein stated.



Deborah A. Grummitt, Notary Public

My commission expires: May 5, 2012